

Qwest Corporation
Law Department
(612) 672-8905-Phone
(612) 672-8911-Fax

Jason D. Topp
Corporate Counsel

200 South 5th Street, Room 2200
Minneapolis, MN 55402



May 3, 2011

Mr. Darrell Nitschke
Executive Secretary
North Dakota Public Service Commission
600 East Boulevard Avenue, 12th Floor
Bismarck, ND 58505-0480

Re: Amendment to Qwest Local Services Platform Agreement between Qwest Corporation and McLeodUSA Telecommunications Services, LLC dba PAETEC Business Services

Dear Mr. Nitschke:

I have attached for your information a recently executed copy of an amendment between Qwest Corporation ("Qwest") and McLeodUSA Telecommunications Services, LLC dba PAETEC Business Services ("PAETEC") called the Amendment to Qwest Local Services Platform, or "QLSP" agreement. This amendment provides for PAETEC's purchase from Qwest of mass market switching and shared transport elements that PAETEC may combine with local loops purchased from the separate interconnection agreement between Qwest and PAETEC. The services addressed in the QLSP agreement are the same as the services contained in the Qwest Platform Plus, or "QPP" agreement that this Commission previously reviewed and considered. When this Commission reviewed the QPP agreement, it found that it is subject to the filing obligations under Section 252 of the Telecommunications Act. For the reasons stated below, and applying the same reasoning as the Commission when it analyzed the QPP agreement, the QLSP agreement should not be subject to the filing obligations under Section 252.

On April 6, 2005, this Commission issued an order in Case No. PU-04-402 ("Order"), in which the Commission ruled that the QPP agreement was subject to the Section 252 filing requirement. The Commission reasoned that the QPP agreement was subject to Section 252 because it was "integrated" with another agreement that indisputably was an interconnection agreement. The Commission based its conclusion that the QPP agreement was integrated with the interconnection agreement primarily on two factors; however, neither of those factors exist under the QLSP agreement and thus the QLSP is not subject to Section 252.

The factors leading to the Commission's conclusion that the QPP agreement was integrated with the interconnection agreement are as follows:

Mr. Darrell Nitschke

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1. The QPP and interconnection agreement amendment contain mutual provisions triggering the termination of the other agreement.
2. Rate increases for the port element in the QPP were dependent upon implementation of a batch hot cut process pursuant to the Thirteenth Amendment to the interconnection agreement.

The two provisions listed above are not present in the QLSP agreement, and no integration exists between the QLSP agreement and the parties' interconnection agreement. The QLSP is a self-standing agreement that does not address any elements that Qwest is obligated to provide under section 251. Thus, as Qwest has briefed and stated to this Commission previously, because the section 252 filing obligation applies only to agreements addressing services provided under Section 251(b) and (c), the QLSP agreement is not subject to Section 252.

For these reasons, Qwest's QLSP agreement is not subject to the filing and approval requirements of Section 252. But, as part of the company's efforts to promote transparency of its decisions relating to Section 252 issues, we are providing you with a copy of the Amendment to QLSP Agreement for your information along with the above analysis.

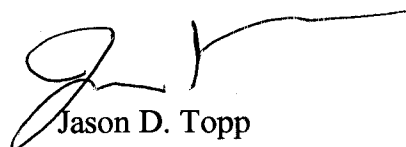
Contact information for PAETEC is as follows:

Julia Redman-Carter
McLeodUSA Telecommunications Services,
LLC dba PAETEC Business Services
One Martha's Way
Hiawatha, IA 52233
(319) 790-2250
Julia.redman-carter@mcleodusa.com

VP Regulatory and Public Policy
McLeodUSA Telecommunications
Services, LLC dba PAETEC Business
Services
One Martha's Way
Hiawatha, IA 52233
(319) 790-7744

Please contact me if you have any questions or concerns. Thank you.

Very truly yours,



Jason D. Topp

JDT/bardm

Enclosure

cc: Julia Redman-Carter (via e-mail)
Gina Buchholtz (via e-mail)

AMENDMENT TO QWEST LOCAL SERVICES PLATFORM™ AGREEMENT

This amendment ("Amendment"), by and between Qwest Corporation ("Qwest"), a Colorado corporation, and McLeodUSA Telecommunications Services, LLC. dba PAETEC Business Services ("CLEC"), amends the Qwest Local Services Platform™ ("QLSP™") Agreement between the Parties.

WHEREAS, the Parties entered into a Qwest Local Services Platform™ ("QLSP™") Agreement ("Agreement") with an Effective Date of January 4, 2011; and

WHEREAS, the Parties agree to amend the Agreement under the terms and conditions contained herein.

NOW THEREFORE, in consideration of the foregoing and the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by modifying the following terms and conditions of Attachment 2 and Exhibit A.

1. The last sentence of Sections 1.5.2, 3.8.3 and 3.8.5 of Attachment 2 to the Agreement shall be deleted and replaced with the following:

"The Parties understand and agree that the Services include tandem switching, where required, as well as end office switching and that CLEC has the right to charge switched access to IXCs for each element, as appropriate."

2. Notwithstanding anything to the contrary in the Agreement, the rate sheet(s) attached hereto as Exhibit A shall apply to port rates for Services provided in the applicable state(s) identified therein. Except as expressly modified by this Amendment, all other rates reflected in the Agreement shall remain in full force and effect.
3. The last sentence of Section 3.4.1 of Attachment 2 to the Agreement is hereby deleted in its entirety.

For the avoidance of doubt, notwithstanding anything to the contrary in the Agreement by which port rates could be increased, other than as amended hereby, port rates shall remain unchanged throughout the term of the Agreement (as such term is identified in Section 3 of the Agreement), except that the Parties understand and agree that the terms and conditions of the Agreement regarding the annual variable discount structure associated with CLEC growth and retention thresholds shall continue to apply throughout the term of the Agreement.

Effective Date

This Amendment shall be deemed effective upon signature by both Parties.

Further Amendments

Except as expressly modified by this Amendment, the provisions of the Agreement shall remain unmodified and shall be in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both of the Parties hereto. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

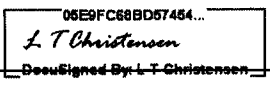
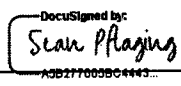
The Agreement as amended (including by the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subject matter of the Agreement, as amended, and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter of the Agreement, as amended.

March 29, 2011/kjc/McLeod dba PAETEC/Amendment to QLSP™ (v3-23-11)

AZ-CDS-101021-0100; **CO**-CDS-101021-0101; **IA**-CDS-101021-0102; **ID**-CDS-101021-0103; **MN**-CDS-101021-0104;
ND-CDS-101021-0106; **NE**-CDS-101021-0107; **NM**-CDS-101021-0108; **OR**-CDS-101021-0109;
SD-CDS-101021-0110; **UT**-CDS-101021-0111; **WA**-CDS-101021-0112; **WY**-CDS-101021-0113

**AMENDMENT TO
QWEST LOCAL SERVICES PLATFORM™ AGREEMENT**

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Qwest Corporation:	McLeodUSA Telecommunications Services, LLC. dba PAETEC Business Services:
By:  DocuSigned By: L. T. Christensen	By:  DocuSigned by: Sean Pflaging
Name: <u>L. T. Christensen</u>	Name: <u>Sean Pflaging</u>
Title: <u>Director – Wholesale Contracts</u>	Title: <u>Senior VP Network Services</u>
Date: <u>4/18/2011</u>	Date: <u>4/18/2011</u>

Qwest Local Services Platform™ (QLSP™) Rate Page - Minnesota
Modified Local Switching Port Rate

	USOC	Residential	Business	Notes
109.11 Local Switching Purchased As Part of QLSP™				
109.11.1 Ports, Basic Plan				
109.11.1.1 Analog Port		\$10.75		
109.11.1.2 Residential end user credit	LAWUR	(\$4.03)		1
109.11.1.3 Effective QLSP™ Residential Analog Port		\$6.72		1
109.11.1.4 Digital Port (Supporting BRI ISDN)		\$16.99		
109.11.1.5 PBX DID Port		\$10.58		
109.11.2 Ports, If 80% YOY Volume Retention Plan Requirements Are Met				
109.11.2.1 Analog Port		\$10.21		
109.11.2.2 Analog Port, Residential end user credit	LAWUR	(\$3.56)		
109.11.2.3 Effective QLSP™ Residential Analog Port		\$6.65		
109.11.2.4 Digital Port (Supporting BRI ISDN)		\$16.99		
109.11.2.5 PBX DID Port		\$10.58		
109.11.3 Ports, If 90% YOY Volume Retention Plan Requirements Are Met				
109.11.3.1 Analog Port		\$9.68		
109.11.3.2 Analog Port, Residential end user credit	LAWUR	(\$3.09)		1
109.11.3.3 Effective QLSP™ Residential Analog Port		\$6.59		1
109.11.3.4 Digital Port (Supporting BRI ISDN)		\$16.99		
109.11.3.5 PBX DID Port		\$10.58		
109.11.4 Intentionally Blank				
109.11.5 Ports, If 115% YOY Volume Growth Plan Requirements Are Met				
109.11.5.1 Analog Port		\$7.53		
109.11.5.2 Analog Port, Residential end user credit	LAWUR	(\$1.21)		1
109.11.5.3 Effective QLSP™ Residential Analog Port		\$6.32		1
109.11.5.4 Digital Port (Supporting BRI ISDN)		\$16.99		
109.11.5.5 PBX DID Port		\$10.58		
109.11.6 Intentionally Blank				

Notes:

1

QLSP™ Business and Residential services utilize the same Class of Service and line Universal Service Order codes (USOCs). QLSP™ Residential services will be billed at the Analog Port rate and only those lines that specifically qualify for and are identified as serving a residential end-user customer by the presence of the LAWUR USOC will receive the Residential end user credit.

McLeodUSA Telecommunications Services, Inc.
dba PAETEC Business Services

Qwest Local Services Platform™ (QLSP™) Rate Page - Nebraska
Modified Local Switching Port Rate

	USOC	Recurring	Non-Recurring	Notes
109.11 Local Switching Purchased As Part of QLSP™				
109.11.1 Ports, Basic Plan				
109.11.1.1 Analog Port		\$9.43		
109.11.1.2 Residential end user credit	LAWUR	(\$5.16)		1
109.11.1.3 Effective QLSP™ Residential Analog Port		\$4.27		1
109.11.1.4 Digital Port (Supporting BRI ISDN)		\$15.54		
109.11.1.5 PBX DID Port		\$9.96		
109.11.2 Intentionally Left Blank				
109.11.3 Ports, if 90% YOY Volume Retention Plan Requirements Are Met				
109.11.3.1 Analog Port		\$8.49		
109.11.3.2 Analog Port, Residential end user credit	LAWUR	(\$4.30)		1
109.11.3.3 Effective QLSP™ Residential Analog Port		\$4.18		1
109.11.3.4 Digital Port (Supporting BRI ISDN)		\$15.54		
109.11.3.5 PBX DID Port		\$9.96		
109.11.4 Intentionally Left Blank				
109.11.5 Ports, if 115% YOY Volume Growth Plan Requirements Are Met				
109.11.5.1 Analog Port		\$6.60		
109.11.5.2 Analog Port, Residential end user credit	LAWUR	(\$2.59)		1
109.11.5.3 Effective QLSP™ Residential Analog Port		\$4.01		1
109.11.5.4 Digital Port (Supporting BRI ISDN)		\$15.54		
109.11.5.5 PBX DID Port		\$9.96		
109.11.6 Intentionally Left Blank				

Notes:**1**

QLSP™ Business and Residential services utilize the same Class of Service and line Universal Service Order codes (USOCs). QLSP™ Residential services will be billed at the Analog Port rate and only those lines that specifically qualify for and are identified as serving a residential end-user customer by the presence of the LAWUR USOC will receive the Residential end user credit.